

Joseph Norris  
58 N. Collier Blvd.  
#806  
Marco Island, FL 34145

February 9, 2006

Ms. Marlene H. Dortch, Secretary  
Federal Communication Commission  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

Re: MB Docket #05-192

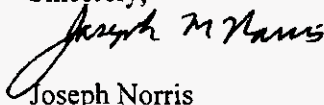
Dear Ms. Dortch,

I am writing this letter to you because of a situation that occurred while I was living at Las Palmas Circle, Bonita Springs, Florida. My wife and I were forced to sell our home because the Spanish Wells Homeowners Association placed three liens on my property for nonpayment of cable TV service I did not have. I chose a satellite dish because of my handicap since birth, double vision. Comcast cable was not sharp and their broadcast of NBC was not watchable due to ingress from a local TV station operating on the same frequency. The satellite dish picture was very clear and thus helped me to feel less handicapped. I asked for reasonable accommodation twice from the Homeowners Association and got no response. I filed a complaint with H.U.D. and lost the case because the Association and its attorney backdated a denial letter for reasonable accommodation.

I would like you to take the operating license away from Comcast Cable. Their contracts are anti-trust resulting in strong-arm tactics of foreclosure against those who do not want to subscribe in bulk contract. Comcast should not be allowed to take over Time-Warner subscribers. This will only give them more customers to intimidate when they do not want to pay for Comcast's inferior services or need consideration because of visual handicaps. The law firm for HOA said all my complaints to HUD and the Postal Inspector have fallen on deaf ears.

Please help me with this problem. It is not right that a person with a visual handicap should be forced from their home due to cable TV multiple liens. I still can't sleep nights after this horrible experience.

Sincerely,



Joseph Norris  
Phone #1-239-404-0531  
[jmnorris@marcocable.com](mailto:jmnorris@marcocable.com)

I am enclosing copies of liens and communications to HUD and Attorneys.

June 16, 2002

HUD  
Atlanta, Georgia

Att: Cynthia Houston  
Intake Analyst

During the past 5 years two law firms and two homeowner associations have discriminated against me. The associations granted waivers on cable TV assessments to families without cable, but refused to grant cable TV waiver request for reasonable accommodations (for handicap).

I have a visual impairment caused by toxoplasmosis that left me legally blind in my right eye. I have double vision because I can't control the position of my right eye. Most people I observe have 3 ears and sometimes 3 eyes. I have a severe learning disability. I have no visualization of the written word. I don't even know what my wife and children look like when I try to visualize them in my mind. Of course, I recognize them when I see them. I am sure the disability was caused by the toxoplasmosis because toxo causes retardation and blindness. (See medical exhibits)

In 1995, the developer of our community and his attorney, Stephen Crawford used documents of misrepresentation sent to Florida State Department to create a community association that took jurisdiction over our Spanish Wells Unit I Homeowners Association that was created in 1979. There was no 2/3 majority vote by our association to create a Spanish Wells Community Association (abbreviated S.W.C.A.). The SWCA documents are misrepresentations and have caused mail fraud. Over 30 letters and 3 liens have been mailed to my home demanding payment for cable TV assessment.

I do not have cable TV. I chose a satellite system for our children's programming and for my visual impairment because the digital satellite TV picture is superior to the local cable company's analog picture. I felt that the superior picture and programming content made me feel less handicapped.

In January of 2000, HUD (Atlanta) advised me to ask for reasonable accommodations (See exhibits 30 and 31 from mail fraud complaint).

I sent two letters asking for reasonable accommodations and got no response from Unit I or SWCA. They still kept sending bills for cable TV and placing liens on my property. The evidence I have will show that SWCA and Unit I gave three families permission not to pay for cable (see exhibits 43 & 43A), but discriminated against me by not allowing reasonable accommodations.

The Thomson law firm recorded two illegal liens against my home (exhibits 19 & 41). This action by Thomson law firm was of malice and intimidated, coerced and threatened a person (Joe Norris) who sought protection under ADA and Fair Housing Laws. The

*Edited*

# EXHIBIT 31

February 25, 2000

Spanish Wells Community Association  
P O Box 2253  
Bonita Springs, FL 33959

Joe Norris  
28432 Las Palmas Circle  
Bonita Springs, FL 34135

Att: William Seymour  
President

Dear Mr. Seymour,

I, Joe Norris, request reasonable accommodations for my visual disability by not charging HOA Unit One for Norris Family cable TV. Commencing January 1, 1997 until the end of the life of the contract. HUD has advised me to request reasonable accommodations under the law. SWCA has twice denied these requests from Unit One.

Mr. Seymour, please make reasonable provisions in the rules, policies and services to allow handicapped persons equal use and enjoyment of the dwelling as a non-handicapped person.

This is not a case about a blind man who refuses to pay for cable while his wife could partake in the service but a case about a visually impaired family member who wants to pay for a telecommunication service that makes him feel less handicapped.

I have sought protection under Americans with Disability Act and Fair Housing Laws. Please grant Joe Norris reasonable accommodations.

Sincerely,



Joe Norris

First Union National Bank  
of Florida

Bonita Springs Branch  
9150 Bonita Beach Road  
Bonita Springs, Florida 34135  
941-495-5210

## EXHIBIT 60



Mr. Joseph Norris  
28432 Las Palmas Cir.  
Bonita Springs, FL 34135

Re: Prime Equity Line Application

December 4, 2000

Dear Mr. Norris,

Your request for an increase in your prime equity line has been processed. Unfortunately, we will be unable to complete your request until the following items have been corrected:

1. A judgment from Spanish Wells Homeowners Association was filed on January 29, 1999 in the amount of \$280.00.
2. A judgment from Spanish Wells Homeowners Association was filed on June 19, 2000 in the amount of \$1,004.00.

Both of these items would need to be satisfied before we could do the increase on your prime equity line with First Union.

If you have any questions, please do not hesitate to contact me at my office. My phone number is 941-495-5215.

Sincerely,

Wendi L. Darragh  
Sr. Financial Specialist  
Bonita Springs Office

WE WERE FORCED TO USE OUR CREDIT CARDS  
TO HELP PUT OUR 3 CHILDREN THRU COLLEGE.  
THIS LIEN WAS FOR OVER \$4,000

Spanish Wells Homeowners Association..Unit 1  
PO Box 219  
Bonita Springs, Florida 34133

Mr. & Mrs. Joseph Norris  
28432 Las Palmas Circle  
Bonita Springs, FL 34135

[D-4]

September 1, 2000

Association Homeowners Fee 2000	\$ 664.00	
Interest	33.87	
<b>Total 2000 fees due</b>	<b>\$ 697.87</b>	<b>\$ 697.87</b>

Homeowners Fee for 1999	\$ 610.00	
Credit 1999 fees paid to date	270.00	
<b>Balance 1999 fees due</b>	<b>\$ 340.00</b>	
Interest due on past due '99 fees	23.80	
<b>Total '99 fees due</b>	<b>\$363.80</b>	<b>\$ 363.80</b>

Balance due '98 fees	280.00
Interest on unpaid '98 fees to 5/1	30.80
Additional Attorney fees to 3/1/99	469.25
Additional Attorney fees 3/25/99	639.56
Additional Attorney fees to 8/25/99	188.50
Additional Attorney fees to 12/8/99	240.42
Additional Attorney fees to 2/25/00	168.58
Additional Attorney fees to 3/20/00	175.15
Additional Attorney fees to 4/19/00	484.00
Additional Attorney fees to 5/23/00	117.64
Additional Attorney fees to 6/22/00	65.65

<b>Total due '98 fees, Interest, '99, 2000 attorney expenses</b>	<b>\$2,859.55</b>	<b>\$2,859.55</b>
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<b>Total to date '98, '99 &amp; 2000</b>	<b>\$3,921.22</b>
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**Send checks to : SWHA #1**  
PO Box 219  
Bonita Springs, FL 34133

Period for 2000 fees: January 1, 2000 to December 31, 2000

Penalty of 1% per month on late payments made after April 1, 2000.

5

# GLOBAL TITLE COMPANY

WE HEREBY CERTIFY THAT THIS  
IS A TRUE AND ACCURATE COPY  
OF THE ORIGINAL, WHICH IT  
REPRESENTS.  
GLOBAL TITLE COMPANY

March 4, 2002

Becker & Poliakoff, P.A.  
ATTN: Karen Olivo  
13515 Bell Tower Drive, Ste 101  
Ft. Myers, FL 33907

BT: 

RE: Joseph & Marilyn Norris - see attached Payoff stmt.

Dear Karen,

Please find enclosed our check # 013516 in the amounts of \$2,752.53. This is the payoff amount per the attached. Please note that the customer is paying under protest. Please forward the release to my attention ASAP.

If you need any other documentation please call me @ (941) 596-1330.

Sincerely,

Melissa D. Hobbs  
Escrow Officer

enclosures

cc: Global Title Company file # 01170245

2154 Trade Center Way • Suite 4 • Naples, FL 34109 • (941) 596-1330 • Fax: (941) 596-1332

[REDACTED]

Check #: [REDACTED]

2,752.53 PAYOFF CLAIM OF LIEN  
0.00 PLEASE NOTE:  
0.00 CUSTOMER PAYING UNDER  
0.00 PROTEST!!!!!!!!!!!!!!!!!!!!

**WE HEREBY CERTIFY THAT THIS  
IS A TRUE AND ACCURATE COPY  
OF THE ORIGINAL, WHICH IT  
REPRESENTS.  
GLOBAL TITLE COMPANY**

BY: [Signature] **LEGAL TITLE COMPANY**

**ESROW ACCOUNT**  
[REDACTED]

~~011702450KI~~

\*\*\*\$2,752.53\*\*\*

34601-2)

**SPANISH WELLS COMMUNITY ASSOC., INC.**

Jeffrey McKinn  
Catherine

[REDACTED]

LAW OFFICES

**BECKER & POLIAKOFF, P.A.**

Suite 101  
13515 Bell Tower Drive  
Fort Myers, FL 33907

Phone: (941) 433-7707 Fax: (941) 433-5933

Fla Toll Free (800) 462-7780

Internet: www.becker-poliakoff.com

Email: bp@becker-poliakoff.com

**Florida Offices**

Administrative Office  
3111 Spring Road  
R. Lauderdale, FL 33312  
U.S. Toll Free: (800) 432-7712  
bp@becker-poliakoff.com

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of China

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an International Association  
of Law Firms

Network of  
Leading Law Firms

Reply To:

Fort Myers  
KAREN OLIVO  
kolivo@becker-poliakoff.com  
(941) 433-7707

March 1, 2002

VIA FACSIMILE # 941-596-1332

Mr. and Mrs. Joseph M. Norris  
c/o Global Title Company  
Attn: Anne Marie Orbegoso

WE HEREBY CERTIFY THAT THIS  
IS A TRUE AND ACCURATE COPY  
OF THE ORIGINAL, WHICH IT  
REPRESENTS.

GLOBAL TITLE COMPANY

BY: 

Re: Lot No. 4D of Spanish Wells Community

Dear Ms. Orbegoso:

Pursuant to our telephone conversation, please be advised that the following amounts  
are due and owing on the above referenced unit through March 11, 2002:

Annual Cable Assessment 01/01/98	\$	280.00
Annual Cable Assessment 01/01/99		340.00
Annual Cable Assessment 01/01/00		610.54
Annual Cable Assessment 01/01/01		343.99
Annual Cable Assessment 01/01/02		420.00
Interest through 03/11/02		367.69
Cost of placing and releasing lien		40.31
Attorneys fees to date		350.00
<b>TOTAL OUTSTANDING</b>	<b>\$</b>	<b>2,752.53</b>

Interest accrues at the rate of \$.49 per day.

Please contact the Association directly in order to obtain information regarding any  
upcoming special assessments and any other information that you may need other than  
the current amounts due.



Mr. and Mrs. Joseph M. Norris  
March 1, 2002  
Page 2

Unless the entire sum is paid on or before March 11, 2002, we shall have no other alternative but to proceed with the appropriate legal actions to protect the Association's interests.

Please make your check payable to SPANISH WELLS COMMUNITY ASSOCIATION, INC. but mail to:

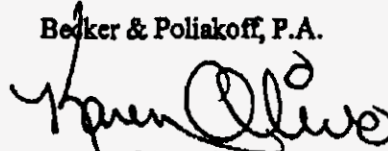
Becker & Poliakoff, P.A.  
Attn: KAREN OLIVO  
Suite 101  
13515 Bell Tower Drive  
Fort Myers, FL 33907

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If we can be of any further assistance in this matter, please do not hesitate to contact us.

Very truly yours,

Becker & Poliakoff, P.A.



KAREN OLIVO  
Paralegal

JKM/ko

cc: SPANISH WELLS COMMUNITY ASSOCIATION, INC.  
179791\_1.DOC

Spanish Wells Homeowners Association..Unit 1  
PO Box 219  
Bonita Springs, Florida 34133

Mr. & Mrs Joseph Norris  
28432 Las Palmas Circle  
Bonita Springs, FL 34135

[D-4]

July 1, 2000

Association Homeowners Fee 2000	\$ 664.00	
Interest	20.12	
Total 2000 fees due	\$ 684.12	\$ 684.12
Homeowners Fee for 1999	\$ 610.00	
Credit 1999 fees paid to date	270.00	
Balance 1999 fees due	\$ 340.00	
Interest due on past due '99 fees	23.80	
Total '99 fees due	\$363.80	\$ 363.80
Balance due '98 fees	280.00	
Interest on unpaid '98 fees to 5/1	30.80	
Additional Attorney fees to 3/1/99	469.25	
Additional Attorney fees 3/25/99	639.56	
Additional Attorney fees to 8/25/99	188.50	
Additional Attorney fees to 12/8/99	240.42	
Additional Attorney fees to 2/25/00	168.58	
Additional Attorney fees to 3/20/00	175.15	
Additional Attorney fees to 4/19/00	484.00	
Additional Attorney fees to 5/23/00	117.64	
Additional Attorney fees to 6/22/00	65.65	
Total due '98 fees, Interest, '99, 2000 attorney expenses	\$2,859.55	\$2,859.55
Total to date '98, '99 & 2000		\$3,907.47

Send checks to : SWHA #1  
PO Box 219  
Bonita Springs, FL 34133

Period for 2000 fees: January 1, 2000 to December 31, 2000

Penalty of 1% per month on late payments made after April 1, 2000.

~~RECEIVED~~ - I RECEIVED BILLS IN THE MAIL LIKE THIS  
FOR ALMIST 4 ~~YEARS~~ / 6 YEARS

## EXHIBIT 5

### COPY OF CONTINENTAL CABLE TV CONTRACT NOW OWNED AND ENFORCED BY AT&T/COMCAST

The bulk cable TV contract is an exclusive dealing contract that creates telecommunications monopoly for Media One. This contract violates Sherman-Clayton Anti Trust Acts, 1934, 1992 and 1996 Telecommunications Act. This contract demands all dwelling units pay for cable TV as a common expense. This is now an act of extortion. Comcast knows its customers will lose their home to foreclosure if they chose a competing telecommunications provider. Comcast is now organized crime and racketeering and knowingly causes to be delivered by Postal Service a lien of foreclosure for not paying cable TV assessments. Violation of U.S. Mail Title 39 United States Code, Section 3005. This contract has lead to mail fraud extortion against Norris property.

This contract of unfair competition denies privacy rights to Norris Family and is forced entry, denying Norris' FCC home wiring rules. Under Scope of work in cable TV contract, cable TV company asserts exclusive right to sell. Media One does not have an exclusive franchise with Lee County Government and does not have exclusive agreements with television programmers distributing copyright material. They must compete in the open market as dictated by Federal Law.

This contract requires Unit I to amend its documents in order for an ongoing lien to be placed on each lot assessments for cable TV. Board of Unit I violate article XIV of Declaration of Covenants "requires 2/3 majority vote". "Assessments must be fixed by its members"

Contract violates Articles of Incorporation Exhibit 2C Article II purposes and powers. "The Association does not afford pecuniary gain, profit incidentally or otherwise to its members." Year round residents have a financial gain over winter residents by paying less per month for cable services.

The assessment for cable TV doubled assessments "law requires no more than 15% increase without having 2/3 majority vote."

# EXHIBIT 5

## CONTINENTAL CABLEVISION CABLE TELEVISION SERVICE BULK AGREEMENT

This Agreement for cable television service is dated October 30, 1996, between **SPANISH WELLS COMMUNITY ASSOCIATION, INC.**, located at 28000 Spanish Wells Boulevard, Bonita Springs, Florida 33923, hereinafter called "ASSOCIATION", and **CONTINENTAL CABLEVISION OF SOUTHWEST FLORIDA**, 301 Tower Road, Naples, Florida 33962, whose mailing address is Post Office Box 413018, Naples, Florida 33941-3018, hereinafter referred to as "CONTINENTAL ". The effective date for commencement of this Agreement and for the billing to start shall be January 1, 1997.

The parties agree as follows:

### 1. SCOPE OF WORK

CONTINENTAL agrees to do all things reasonably necessary to construct, operate and maintain the distribution system and other electronic facilities as may be required to enable CONTINENTAL to supply and maintain cable television, premium cable, pay television, or other premium service to all residential dwelling units of ASSOCIATION on an exclusive basis. This service is hereinafter referred to as a "CATV" service.

### 2. BULK AGREEMENT

- A. Total number of serviceable individual residential units contained in the property which is the subject matter of this Agreement shall not be less than 998; however may increase up to 1,560.
- B. This Agreement shall remain in force for an initial term of ten (10) years from the effective date. Thereafter, this Agreement shall be automatically renewed and continue on a year-to-year term basis, unless terminated by either party as provided below.
- C. ASSOCIATION agrees to pay CONTINENTAL the following base rate for the Full Service, Home Box Office (HBO) and The Golf Channel as referred to in Exhibit "A": \$19.75 per unit, for each unit to which service has been provided, which has been issued a certificate of occupancy, and which has been conveyed from the ASSOCIATION for activation, plus applicable fees and taxes, will be due and payable in advance on the first day of each calendar month for a one (1) year period, beginning on the date stated above. The base rate will remain fixed for a one (1) year period. Thereafter, annual changes will be determined at the same percentage level of increase/decrease that the Full Service rates for the Lee County franchise were increased/decreased during the previous calendar year. If such a general rate increase/decrease occurs, the per unit base rate payable by the ASSOCIATION will not increase/decrease by a greater percentage than does the rate charged by CONTINENTAL to individual subscribers for similar CATV service.

- D. CONTINENTAL agrees to activate the basic service specified in Paragraph 2C on up to four (4) pre-existing CATV outlets in each dwelling unit free of charge for the first thirty (30) days following the issuance of the certificate of occupancy for the dwelling unit. All additional service, service activation and/or installation will be billed at the then prevailing rates to the individual unit occupant. Residents without cable-ready televisions who need a converter box for expanded basic service will be charged a \$25.00 equipment deposit for each converter, which will be refunded after the equipment is returned undamaged.
- E. If either party to this Bulk Agreement desires to terminate this Agreement at any time after the initial ten (10) year term, the terminating party shall deliver by certified mail, return receipt, at least 90 days prior to the expiration of the then current term, notice of such intention to the other party. At the time of the termination of this Agreement as set forth herein, service will revert to individual subscriber service as stipulated in the Commercial Service Agreement by and between Palmer CableVision now known as Continental Cablevision of Southwest Florida and McCoy Development, Inc. dated June 27, 1990 and in the two (2) Cable Television Installation and Service Agreements by and between Colony Cablevision of Florida and McCoy Development, Inc. both dated January 10, 1995.

3. EXPANDED CABLE TELEVISION SERVICE.

\* — CONTINENTAL shall have the exclusive right to provide expanded cable television service ("Expanded CATV Service") to the individual residents of the Premises. Expanded CATV Service to such residents may include but not be limited to pay programming, premium channels, tiers, pay-per-view programming and secondary outlets. Charges and fees for Expanded CATV Service shall be set by CONTINENTAL and shall be billed directly to the subscribing resident. If a resident has contracted for Expanded CATV Service and is delinquent in payment to CONTINENTAL, CONTINENTAL may disconnect all cable television service, including Basic CATV Service, to that resident until such time as that resident's account is current. ASSOCIATION shall assist CONTINENTAL in locating such individual resident. After such resident's account is current and/or the premium equipment has been recovered, CONTINENTAL shall reconnect that resident's Basic CATV Service without charge to ASSOCIATION.

June 24, 2004

Becker & Poliakoff, PA  
Suite 101  
1315 Bell Tower Drive  
Fort Myers, FL 33907

Dear Attorney Adams,

On March 1, 2002, you and your law firm misrepresented facts to Global Title by demanding \$2,752.53 for cable TV assessment the Norris' did not partake in. You intimidated, coerced and threatened Norris' to pay cable assessment or you would take legal action against us. (Exhibit A)

Mr. Adams, you have been warned by our past Attorney, by Beboest Law Firm and the Norris' that SWCA was not legally formed.

In 1995 the President of Unit One, Donald Hodges met secretly with other board members and signed off on SWCA declaration of covenants. This was in direct violation of Unit One's covenants and state laws FS 720.303 FS 720.306. Unit Ones documents require advertising, quorum and 2/3 majority vote to amend and were binding until 1999.

The Deboest Law Firm representing Unit I have warned you that there never was a joinder of Unit I documents to SWCA's covenants, therefore SWCA has no legal power to lien members of Unit I. These Spanish Well Community Association documents create a quasi condominium association. A direct violation of two Florida case laws.

Mrs. Adams, you have amended SWCA documents on several occasions and have created an ongoing mail fraud scheme to take vested property rights away from the Norris'.

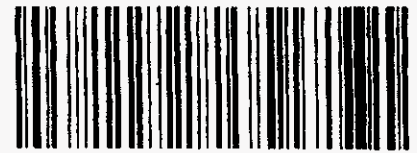
The Florida Department of Law has recommended we file a civil suit under the US Postal Mail Fraud laws because your scheme to take property rights away from Unit I members and the Norris' is on going.

We will prove that in a court of law, Joe Adams used US Postal Services to create an ongoing mail fraud scheme by misrepresenting SWCA's legal standing to Lee County Clerks Office, Global Title, H.U.D, Florida State Department, Joseph & Marilyn Norris and Florida's Attorney General's office.

Your response to local newspaper reporters was that the cable TV lien was written into Joe Norris' documents was misrepresentation that SWCA was legally formed and that you failed to give legal warning that a lien was going to be placed against Norris property for cable TV assessment. Joe and Marilyn Norris warned you in 1997 that they were no longer cable TV subscribers and called local cable company (January 1997) to disconnect services. Your resulting lien slandered title to our property and good name.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

**CERTIFIED MAIL**



7003 3110 0004 7047 7138

Mr. Adams, before you created cable TV lien against all dwelling units (December 1996) Telecommunication subscribers in Spanish Wells had to freedom to chose Direct TV, Dish Network or local broadcast TV off their antenna or did not have to watch TV at all!

Your cable lien created unfair competition and violated Sherman-Clayton Acts, 1980 Florida Antitrust Act, 1934, 1992, 1996 Telecom Acts, FS 71.1232, US Postal Laws, Fair housing Laws and Florida Homeowner Association laws. FS 718.1232 gives the homeowner the right to choose telecommunication provider.

Mr. Adams, Florida public television is free and so are the local networks. You forced Norris who chose satellite TV over your illegal, unratified cable TV contract, to pay franchise fees, sales taxes and copyright fees. You increased the cost of operating Norris' satellite service that is in direct violation of 1992 and 1996 telecommunication acts.

Your illegal taking of \$2,752.53 for a cable TV assessment and your ongoing schemes to take vested property rights away from Norris' left us no other choice, but to sell our home to get away from you and the other intimidating board members of SWCA and Unit I.

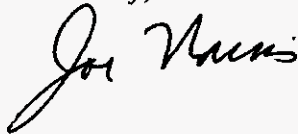
Joseph and Marilyn Norris demand \$40,000 to recover our attorney fees, moving expenses, and the loss on the distressed sale of our home. Our home sold for \$210,000.00 and almost two years later, it is worth \$290,000.00.

If you do not mitigate your damages, we will be seeking compensatory and punitive damages in the hundreds of thousands of dollars. This lawsuit will be filed against Joe Adams, Becker and Poliakoff, Spanish Well Community Association, Spanish Wells HOA Unit I, the City of Bonita, all the board members who signed off on the liens and sent threatening letters demanding payment for cable TV.

We will prove willful intent to break the law and to intimidate the Norris family.

If this matter is not settled by July 24, 2004, we will file our lawsuit in Federal Court soon after. We consider your actions as an attorney in this matter, willful cruelty and malfeasance.

Yours truly,



Joe Norris  
189 W. Pago Pago Drive  
Naples, FL 34113  
239-389-1906  
239-404-0531

**CERTIFIED MAIL**

7003 3110 0004 7047 7145

June 24, 2004

City of Bonita Springs  
9220 Bonita Each Road  
Suite 111  
Bonita Beach, Florida 34135

Att: Attorney Audrey Vance

Dear Miss Vance,

In February of 2000, I wrote you asking that you suspend the license of Media One for it discriminatory practices and to declare the Spanish Wells cable contract illegal and unenforceable (1996 Telecom Act, Exhibit 45, gave you jurisdiction in this matter).

You are now attorney for the City of Bonita Springs and its cable franchise division. You personally knew of the intimidation, coercion and threats against the Norris family and property to pay an illegal cable assessment.

On March 1, 2002, the law firm, Becker and Poliakoff misrepresented facts to Global Title Company (The Norris' were refinancing their home) and that there was a lien for cable TV of \$2,752.53 and if not paid by March 10, 2002, they would take legal action against the Norris property. The Norris' paid this lien in protest in order to refinance our home. Exhibits 47, 47A and 47B.

There was no ratification by members of Unit One to make their legal documents subordinate to the Spanish Well Community Association covenants (S.W.C.A.).

This illegal organization (SWCA) was instrumental for filing three illegal liens against the Norris property for cable TV assessment. Norris' do not have cable TV - they chose satellite TV over bulk contract because it made Joe Norris feel less handicapped. Joe suffers from double vision due to a birth defect. The cable TV had ghosts on NBC and was not watchable for a person who suffers double vision. Exhibits - February 11, 2004 letter.

In October of 1996, the community association asked our opinion of signing mandatory 10-year cable contract and needed our opinion back by December 1, 1996. We wrote back sometime in the middle of November stating that "the contract for cable TV would create a monopoly for the local cable company and that we would not participate in such a contract. This illegal organization (SWCA) signed 6 million dollar cable contract on October 30, 1996; four weeks before deadline of opinions were due. This was willful misfeasance on SWCA's part.



The City of Bonita and Audrey Vance knew that exclusive cable contract violate state (FS ;718, 1232) and Federal laws. The cable company's exclusive contract is a strong-arm contract whereby the customer loses his home to foreclosure if he doesn't pay his cable TV bill and that Attorney Joe Adams, created monopoly power thru liens.

The City of Bonita and Audrey Vance knew that an anti trust conspiracy existed between Comcast Cable and Time Warner in that they never compete against each other and they only sign exclusive bulk contracts that demand 100% participation causing unfair competition to Bonita Springs satellite dealers. These exclusive contract interfered with interstate telecommunication services causing unfair competition, by forcing homeowners to pay for cable TV first, results in decreasing sales for satellite programming such as National Football League, Major League Hockey, Baseball and other programming for religious content (Sky Angel).

The City of Bonita illegally benefited from this contract because they forced homeowners with satellite TV to pay double on their telecommunications Tax (14%) on cable they don't have and 14% on satellite services.

Under FS 718.1232 homeowners have the right to choose telecom providers without paying double copyright fees and telecom taxes. This is a clear unfair trade practice by the City of Bonita and Comcast Cable, giving Comcast Cable first choice over telecommunications subscribers.

The licensing of Comcast Cable by the City of Bonita (jurisdiction 1996 Telecom Act) and the resulting cable telecommunications tax imposed on Norris, constitutes taking a violation of Norris' Fifth Amendment rights.

We sold our home in June 2002 (after refinancing it in March) to get away from the intimidation by Joe Adams and the Spanish Wells Community Association. We lost over \$40,000.00 when we sold our home in a distress sale.

The law firm Becker and Poliakoff misrepresented facts to Florida State Department, Florida Attorney Generals Office, The City of Bonita and Lee County Clerks Office. SWCA illegally privatized the Spanish Wells community roads without public notice or ratification. This law firm violated FS 825 by taking advantage of the elderly, taking vested property rights away from people in their 60's, 70's & 80's – this is a third degree felony!

If our demands are not resolved, we are going to sue Joe Adams, Becker and Poliakoff, SWCA, Unit I, several board members, the City of Bonita and Audrey Vance for violating the 1934, 1999, 1996 Telecom Acts, the Sherman and Clayton Acts, the 1980 and 2001 Florida Antitrust Acts, FS 720.301, FS 720.303, FS 720.306, U.S. Mail Fraud and fair housing laws and FS 718.1232.

We are demanding \$20,000 from the City of Bonita for aiding Spanish Wells Community Association in its years of intimidating coercing and threatening Norris family.

We are asking that you mitigate your damages before July 24, 2004 or we will seek compensatory and punitive damages by filing our lawsuit in Federal Court soon after.

Yours truly,



Joseph Norris  
189 W. Pago Pago Drive  
Naples, FL 34113  
239-389-1906  
239-404-0531

All Certified request send to:

926 Windward Drive  
Marco Island, Florida 34145

CC: Joe Adams, Esq.  
SWCA  
Unit I  
Florida State Department  
HUD  
Florida Bar

Enclosed Copy of HUD Complaint  
Cable Contract

# EXHIBIT 45 REDLINING

February 25, 2000

Lee County Cable TV Franchise Division  
P O Box 398  
Fort Myers, FL 33902  
Att: Ms. Audrey Vance

Joe Norris  
28432 Las Palmas Circle  
Bonita Springs, FL 34135  
941-495-0074 - Home  
941-404-0531-Cellular

Dear Ms. Vance,

I am requesting that Lee County Cable TV Division and Lee County Commissioners declare all bulk cable TV contracts discriminatory because they favor white neighborhoods and redline minority neighborhoods. Media One uses county right of ways to provide 50% discounts on cable TV services to white neighborhoods and uses the same right of ways to charge minorities twice as much for the same services. This is redlining, discriminatory pricing, and tax evasion. (White families pay 50% less in sales tax and franchise fees without having legal authority to do so.)

This discriminatory practice by cable TV companies has been sanctioned by Lee County Government for many years. Lee County has accepted lower franchise fees collected from white neighborhoods and higher franchise fees from minority neighborhoods for the exact same service, this may lead to a 500 million dollar lawsuit against Media One, Comcast, Adelphia, Time Warner, and Lee County for economic discrimination and redlining poor minority neighborhoods.

I am giving you evidence of two bulk contracts: Pelican Landing and Spanish Wells, they are both getting a 50% discount in price and are served by County right of ways that border minority neighborhoods. These contracts are not good for the overall community of Lee County because they are discriminatory in their pricing. Spanish Wells contract is \$324.00, TOTAL one (1) year! This is three (3) tiers of programming with HBO I and HBO II. There is no need for a cable TV converter box. HBO is delivered unscrambled. Minorities across the street would require two to three cable converters to receive comparable services and pay over \$700.00 for the exact service, this is redlining and discriminatory.

Enclosed is a copy of the Fair Housing Complaint with more evidence of discrimination. Media One's exclusive contracts discriminate against four groups protected under Fair Housing Laws.

My family and I have an illegal lien placed on our home for nonpayment of cable TV assessments (common grounds assessments). We conscientiously object to paying for services that discriminate against handicap, religious, National origin and Families with Children and that redline poor minority neighborhoods.

I am requesting that you declare Spanish Wells contract illegal and unenforceable because of its discriminatory pricing and tax evasion. As a citizen of Lee County and a Taxpayer, I request you demand from all homeowners and Condo owners, back taxes that were not paid at county franchise cable TV rate! I also request that you suspend the Franchise License of Mediaone and not grant permits to use right of ways until this matter is settled.

Please help us.

Sincerely,

  
Joe Norris

*THIS RELIGIOUS FAMILY WAS FORCED TO PAY FOR  
COMCAST CABLE OR LOSE THEIR HOME TO FORECLOSURE!*

JEANNETTE SHOWALTER

1976 Countess Ct.  
Naples, Florida 34110

December 16, 1999

Mr. Robert Zacharry  
Assistant Counsel for Collier County  
3301 Tamiami Trail E.  
Naples, Florida 34112

Mr. Robert Zacharry:

Thank you for speaking with me and understanding the issue. I await your review

My position is clear. Collier County has granted right-of-way to Media-One which has resulted in a discriminatory situation against our family and is a violation of our right to religion, conscience and free speech. The Amish do not use electricity nor have to pay FICA for Social Security benefits for themselves. These, among many others, are upheld religious beliefs. Considering this, it is easily comprehensible that purchase/subsidy of cable would be a violation of conscience to others. (I think we can all agree that cable elicits more questions of conscience than electricity). Further, the Supreme Court has recognized payment of money and non-payment as a form of free speech (e.g. AFA boycott of Disney by Orthodox Jews, Baptist, Catholics, Methodists, etc. is free speech.)

Both the Homeowners Association and Media One point fingers at each other - "it is their responsibility, not ours, to exclude you." The fact is that both parties are responsible. Media One's calculation of charges specifically focuses on per house charge and, under condo statute, the cable company must grant an exclusion for handicapped. Per my conversation with the Board and Media One's in-house Florida counsel, there is no such exclusion provided for or expected to be provided in our contract.

Unlike the Amish, I am not attempting to disallow right-of-way because it is in the public interest. But, per Florida statute, "Constitutional liberty of individual can not be interfered with under the guise of protecting public interest." The Media One franchise should be pulled until my rights are upheld. If I know my will or rights, certainly the lawyers, who hound us or give us a seemingly rehearsed non-response, should know this also.

Respectfully,

*Jeannette Showalter*  
Jeannette Showalter

cc: David Zembruch

# RETIRED ATTORNEY FORCED TO PAY FOR CABLE TV

11-6-97

To, Andrea Stetson *NEWS PRESS*

From, John T. Shanks

Cable Contracts 2 Pages

Dear Andrea,

I believe it might be helpful if I reduced my thoughts to writing concerning cable contracts

I understand that the Associations at Pelican Marsh, Bonita Bay, and Pelican Landing are all presently negotiating with Media One for contracts similar to the one that the Community Association of Spanish Wells has had with them since January of this year.

I have obtained a copy of this contract and examined it. We built our home in Pelican Landing in 1993 after I retired from the practice of law in Ohio for many years. I thought you might be interested in my conclusions

I find two provisions in the contract objectionable. The first being that the contract is for a period of ten years. This provision grants the cable company a monopoly for a decade with the right to increase their prices along the way while the homeowner has no right to back out even if the cable service becomes obsolete due to technical advances in the industry. With the amazing advancements in electronics we are experiencing today, where TV programs are even being sent over telephone lines as well as satellites, it is not surprising that cable companies are very concerned to preserve and enhance their share of the market.

My second objection is the right of the cable company to force their service on all of the "dwelling units" of the association and make them pay, whether they want the service or not wherein the cost will be included in the assessments against their property which can be sold at public auction to pay their debt.

We have a motorhome in which we travel in the summer. Instead of cable we have a satellite dish and a contract with Direct TV. We receive our reception not only in Pelican Landing but wherever we might be in the US or Canada. We have no reason to buy cable. Others have other reasons for not wanting it such as deteriorating vision, religious objections to programs shown when they can purchase satellite programs that show only programs they approve of, etc. The questions to be asked are why must cable have 100% of the "dwellings" when 95% would probably solve the problem and protect the minorities rights, and the other question is whether it is fair for a home owner be forced to pay several hundred dollars a year for a service he doesn't want or use to enable his neighbor to receive a reduced cable bill.

Community association bulk cable television agreements are relatively new. I believe they have been developed by the cable industry as a result of the Telecommunications Act of 1996.

In order to understand the dramatic import of this act I will quote Reed E. Hunt Chairman of the Federal Communications Commission as he spoke to the Judiciary Committee of the US House of Representatives in Congress on the 24th day of Sept. 1997.

He stated that by the signing of the act, " a new course was chartered for the nations telecommunications industry. After many years of vigorous debate, Congress in approving the 1996 Act, rejected nearly 100 years of monopoly and restricted entry in communications and replaced them with a national commitment to open markets, competition and deregulation. Congress correctly determined that competition -- the cornerstone of our free enterprise system -- in the communications markets will yield lower prices and more choices for consumers, rapid technological innovation and a stronger economy. "

There is no doubt that the 100 years of monopoly and restricted entry into communications is over. The battle lines are drawn. The stakes are high. In just the limited area of Naples and Fort Meyers millions of dollars of annual revenue are involved.

As cable attempts to protect its flanks, the satellite industry will not sit idly by. As competitors file their suits to protect their interest I believe most issues will eventually be decided by Federal District Courts and some may even reach the Supreme Court.

Some of the issues which the courts will be required to decide are;

1. Do the companies actions violate the laws of the 1996 Act?
2. Are the contracts of the company void for restraint of trade and against public policy?
3. Are they void under the anti trust act?
4. Is an illegal monopoly created?
5. Can a homeowner be assessed for non governmental services not related to safety, welfare, or betterment of the community?

In my opinion the Spanish Wells contract will not be able to pass these tests.

Respectfully Yours